

CITY OF LYNN
2015 – 2016
HIRING EQUIPMENT FOR SNOWPLOWING, SANDING AND SNOW
REMOVAL
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Contractors are reminded of the requirement to submit Automobile Liability Insurance, naming the City of Lynn as an additional insured, prior to their being eligible for service (See Page # 4)

Please note that all paperwork, including contract, insurance certificates, tax identification number, copies of registrations and the equipment inventory must be submitted together or they will not be accepted. Any vehicle changes, additions or other requested changes must be submitted to the snow operations clerk at least 24 hours in advance of a pending storm for proper approval. Otherwise that vehicle may be ineligible to plow for that storm event until approved.

Requests for the same route as previous years will be considered but cannot be guaranteed. Route assignments are at the discretion of the Street Superintendent.

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this _____, 2015 and between the Mayor for the City of Lynn, pursuant to General Laws Chapter 40, Section 4, and

CONTRACTOR: _____
(PLEASE PRINT CONTRACTOR OR COMPANY NAME)

Therefore, the parties hereto agree as follows:

- I. **ENGAGEMENT OF CONTRACTOR:** The City of Lynn hereby engages Contractor to perform the expert services described in Clause II entitled, "Scope of Services."
- II. **SCOPE OF SERVICES:** Contractor agrees to perform and carry out all services or work set forth in this clause to the satisfaction of the Mayor and shall conform to the highest professional or business standards.

These services shall include, but may not be limited to following:

- a) Hiring of trucks for snowplowing with drivers and blades as per attached list.
 - b) Hiring of dump trucks for snow removal with tailgates and sideboards to provide a height of four (4') feet with necessary drivers.
 - c) Hiring of sanders, graders, front end loaders, etc. with blades, buckets and necessary operators.
 - d) Current Specifications and Policy as established by the Commissioner of Public Works.
 - e) Snowplowing and Snow Removal
- III. **TERM:** The parties hereto agree that this contract shall commence forthwith and shall terminate upon completion of services for the winter of 2015-2016. The City of Lynn may terminate this contract at anytime by way of seven (7) days written notice to the Contractor.

- IV. **COMPENSATION AND METHOD OF PAYMENT:** For all services and work rendered under this contract, the parties hereto agree that the Contractor will be paid on the 25th of each month. Invoices for payment on the 25th must be received prior to the first of the month, as per established rates.
- V. **CONTRACTORS' INSURANCE:** Upon execution of this contract, the Contractor shall furnish a certificate of Automobile Liability Insurance naming the City of Lynn as an additional insured. This certificate of insurance is to be attached to this contract and made a part of it when executed.
- VI. **ASSIGNMENT AND SUBCONTRACTING:** Contractor shall not assign this contract nor any part thereof, nor the right to receive compensation hereunder, without the prior written consent of the Mayor. No part of the work or services covered by this contract shall be subcontracted without the prior written approval of the Mayor.
- VII. **INDEMNIFICATION:** Contractor hereby agrees to indemnify and save harmless the Mayor and the City of Lynn from any and all damages caused by the Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, the authorized officials of the parties hereto have signed this contract on the day and year written in the City of Lynn, Essex county, Ma.

APPROVED AS TO FORM:

MICHAEL J. BARRY, City Solicitor

CONTRACTOR

JUDITH FLANAGAN KENNEDY, Mayor

DATE

SERVICE/PAYMENT TERMS

- 1 Contractor to be available any hour of the day, seven (7) days a week including all holidays, from the date of the award to May 1, 2016.
2. Contractor must report to his assigned route within ninety (90) minutes after he is called in order to receive a minimum guarantee of four (4) hours. An answering service or message recorder shall be deemed as proper notice.
3. Contractor will be notified by the DPW when to begin and end plowing or to start snow removal. The DPW shall determine the number of vehicles needed for a particular event and may or may not utilize all contractors under agreement.
4. The City of Lynn maintains a “**bare pavement/exposed curb**” policy of snow removal. Plowing operations shall be conducted to expose the bare pavement. Streets and intersections shall be widened to their maximum extent.
5. All work in fulfillment of the City’s snow removal policy shall be performed to the approval of the Commissioner, and/or his agent.
6. All street intersections shall be cleared to the full width of the streets.
7. **Plow blades will be down at all times while on the city clock, and traveling on City streets whether or not vehicle is on its route.**
8. Meal periods and fuel stops shall be scheduled at or about 12:00 Midnight, 6:00 AM, 12:00 noon and 6:00 PM, and may be taken by removing a vehicle from the clock, provided, that notification is made to and verbal permission is granted by the route foreman for each instance. No meal period shall be provided for a shift expected to be less than 6 hours duration and shall not exceed 1/2 hour off the route.
9. Premium pay will be received only if the Contractor and equipment report on time after being notified and remain on the job as long as their equipment is required. Premium pay is one and one half hour (1 1/2) for all vehicles which report on time and remain until released. All equipment must be signed in and out by the foreman. Payment will be for hours worked at the direction of the foreman.
10. The Contractor, during the progress of work, may be required to work continuously throughout the day and/or night.

11. The Contractors shall check all streets and routes assigned to them prior to the first storm so as to become familiar with the particulars and any difficulties.
12. All fuels, repairs, etc. shall be the responsibility of the Contractor. All equipment shall report with a full tank of fuel and be fully operational. Failure to report as such can result in dismissal or loss of premium pay.
13. The City reserves the right to inspect all equipment before it is hired and at any time during contractor's performance. All equipment shall have a valid inspection sticker passing safety and emissions requirements. Any equipment judged by the Commissioner and/or his agent to be inadequate to perform properly will be disallowed or removed from service.
14. **The Contractor shall display courtesy to all Lynn residents encountered during snow removal operations. Any disputes that should arise with residents or motorists during the Contractor's performance of work under this contract shall be reported to the route Foreman for resolution.**

Any Contractor found in violation of this condition shall be subject to immediate dismissal from service under this contract and forfeiture of premium pay.

15. In the event of breakdowns, Contractor must immediately notify his/her route foreman or contact the dispatcher at (781) 477-7099 ext. 10 who will notify the foreman. Equipment down over fifteen (15) minutes will be removed from the clock and will receive credit only for hours worked.
16. The Contractor shall on demand of the Commissioner and/or his agent, dismiss without delay from his/her service under this contract, any agent or any employee who is disorderly, quarrelsome, disobedient, incompetent, or suspected to be under the influence of drugs or alcohol as determined by the Commissioner and/or his agent.
17. The Contractor shall submit with his/her proposal a Certificate of Automobile Liability Insurance, naming the City of Lynn as an additional insured with the minimum limits as follows:

| | |
|-----------------------------------|--|
| Bodily Injury Per Person | Fifty Thousand (\$50,000.00) |
| Bodily Injury Per Accident | One Hundred Thousand (\$100,000.00) |
| Property Damages | Fifty Thousand (\$50,000.00) |

The Contractor must agree to indemnify and save harmless the Mayor and the City of Lynn from any and all damages caused by the Contractor in the performance of this Contract. If any accidents occur or problems arise while working for the City of Lynn, the Contractor shall notify his foreman immediately.

18. The successful bidders shall be required to negotiate a contract for the proposed work, in accordance with the requirements of the City Solicitor.
19. It is the intent of the City of Lynn not to award a contract to any bidder who does not furnish evidence, satisfactory to the City of Lynn, that he/she has the ability and experience to perform this type of work.
20. All contract prices shall continue in effect, unchanged, during the period of this contract, commencing from the date of the award and terminating May 1, 2016.
21. The Commissioner may order the discontinuance of the contract at any time, at his discretion, in order to keep expenditures at the lowest possible minimum, or for any other reason that he should deem efficient, and the Contractor shall have no claim for loss of anticipated profits due to any such act on the part of the Commissioner.
22. Payments to the Contractor for work performed under this contract shall be determined by computing the amount due for equipment furnished by the Contractor based on accounts kept by a representative of the Commissioner and according to the schedule of rates attached.
23. Attached is a copy of the maximum rates to be paid for all equipment.
24. All equipment information to be included must be filled out completely. The hourly rate will be verified by the Commissioner and/or his agent.
25. The City of Lynn will not pay above the maximum rate.
26. All hired equipment must be legally registered and lawfully permitted to travel on the roadways of the Commonwealth of Massachusetts. The DPW will not allow the use of equipment registered with " Repair " , "Dealer" or " Farm " plates. " Owner/contractor" plates may only be used on rubber tired backhoes, front-end loaders and road graders used for snow and ice control operation.
27. All operators of hired equipment utilized shall be required to carry a cellular phone while the equipment is engaged by the City of Lynn. These numbers are to be

given to the DPW at the time of vehicle registration with the City. It shall be the responsibility of the hired equipment vendor to notify the DPW of any change.

28. All hired equipment shall be issued City of Lynn decals which shall be permanently affixed to either the driver's side rear window; or the drivers window. Decals mounted on the vehicle shall be clearly visible from upper right corner of the drivers side elevation perpendicular to the side of the vehicle. These decals shall not be removed from the vehicle during the entire winter season while in the employ of the City of Lynn. Failure to comply with the above may result in termination from the City of Lynn's snow removal vendor list.
29. Contractors should be aware that the Federal Highway Administration has regulations that require employers with drivers of commercial vehicles have an alcohol - drug testing program in place. The specific provisions of the regulations are highly detailed and legally complex. The City of Lynn strongly urges you to review the regulations, which are cited as 49 code of the Federal Regulations Part 382.
30. All operators of hired equipment must have a valid and currently issued operators license issued by the duly authorized governmental entity. The failure of an operator to be appropriately licensed will disqualify said operator from the employ of the City of Lynn and will result in the termination of this agreement as it results to the specific equipment being operated and forfeiture of money owed for operation of said equipment.

EQUIPMENT INVENTORY 2015-2016
EQUIPMENT INVENTORY FORM MUST BE FILLED OUT COMPLETELY

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____

HIRING OF PICKUP TRUCKS AND ALL DUMP TRUCKS

| | YEAR | TRUCK MFG | MODEL NO. | REG NO. | GVW RATING | 4-WHEEL DRIVE | LENGTH OF BLADE | PAY RATE | APPRVD BY |
|----|------|-----------|-----------|---------|---------------|------------------|-----------------------|----------|--------------|
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| 15 | | | | | | | | | |

EQUIPMENT INVENTORY 2015-2016
EQUIPMENT INVENTORY FORM MUST BE FILLED OUT COMPLETELY

HIRING OF PICKUP TRUCKS AND ALL DUMP TRUCKS

| | YEAR | TRUCK MFG | MODEL NO. | REG NO. | GVW RATING | 4-WHEEL DRIVE | LENGTH OF BLADE | PAY RATE | APPRVD BY |
|----|------|-----------|-----------|---------|---------------|------------------|-----------------------|----------|--------------|
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EQUIPMENT INVENTORY 2015-2016
EQUIPMENT INVENTORY FORM MUST BE FILLED OUT COMPLETELY

HIRING OF FRONT END LOADERS, BACKHOES AND SIDEWALK LOADERS

| | YEAR | TRUCK MFG | MODEL NO. | REG NO. | GVW RATING | 4-WHEEL DRIVE | LENGTH OF BLADE | PAY RATE | APPRVD BY |
|---|------|-----------|-----------|---------|---------------|------------------|-----------------------|----------|--------------|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

HIRING OF ROAD GRADERS WITH PLOWS

| | YEAR | TRUCK MFG | MODEL NO. | REG NO. | GVW RATING | 4-WHEEL DRIVE | LENGTH OF BLADE | PAY RATE | APPRVD BY |
|---|------|-----------|-----------|---------|---------------|------------------|-----------------------|----------|--------------|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

WINTER 2015 – 2016
RATES FOR VEHICLES USED FOR SNOW PLOWING, HAULING AND REMOVAL

* **ALL Vehicles must be equipped with 4 Wheel Drive.**

| <u>DESCRIPTION</u> | <u>RATE PER HOUR</u> |
|--|-----------------------------|
| Standard Pickup Truck with Plow (>7,500 GVW) F-250, 2500 Model or equivalent | \$ 75.00 |
| Standard Pickup Truck with Plow (>10,000 GVW) F-350, 3500 Model or equivalent | \$ 90.00 |
| 6 Wheel Truck with Plow (10,000 – 17,900 GVW) | \$ 148.00 |
| Small Dump Truck with Plow (18,000-30,000 GVW) | \$ 150.00 |
| Large Dump Truck with Plow (minimum 10' blade) (31,000-50,000 GVW) | \$ 178.00 |
| Ten Wheel with Plow (minimum 10'blade) (51,000+ GVW) | \$ 178.00 |
| Backhoe, 4 wheel drive only Minimum 1 Yard | \$ 120.00 |
| Front End Loader, 4 wheel drive only 1 1/2 Yards to 4 yards | \$ 158.00 |
| Front End Loader, 4 wheel drive only 4 1/4 Yards to 6 yards | \$ 178.00 |
| Front End Loader, 4 wheel drive only 6 1/2 Yards to plus (when needed) | \$ 190.00 |
| Road Grader, 4 or 6 Wheel Drive with 10-12 Foot Highway Plow | \$ 150.00 |
| Sidewalk Plow/Bobcat(when needed) | \$ 80.00 |
| Large Dump Truck, Hauling Snow Minimum 30 Yard (when needed) | \$ 90.00 |

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | - | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.